

Terms of Use for the Virtual Classroom

1. Validity

The terms of use for the virtual classroom apply between the ESMACADEMY and the respective users of the virtual classroom. The use of the virtual classroom is part of the course of study offered by ESM-ACADEMY and included in the course fees.

The virtual classroom mainly consists of the online training room and the learning and communication platform. The users are obliged to accept these terms of use and to inform of the use of the product must be observed. The terms of use are valid with signature of the application form.

2. Subject of the use of the virtual classroom

The user will receive a link in time for each course with which a dial-in to the virtual classroom is enabled. Use of the virtual dial-in, identification and navigation in the virtual classroom, as well as the use and provision of virtual learning room content (such as viewing, downloading to a local system, modifying, uploading to the virtual classroom, forwarding and commenting on content) are considered uses of the learning room. Furthermore, the use of unchanged or modified content, which was originally obtained from the virtual classroom and transferred to other systems, is also included.

3. Rights and obligations of use

Rights to use the virtual classroom are granted exclusively by the ESMACADEMY. These rights of use are always limited to certain, legally permissible types of use and are not exclusive. They are expressly intended only for the authorised person and are only revocable.

Any use of the virtual classroom without the right of use is prohibited. Furthermore, users are not permitted to allow other persons without a right of use to access the virtual classroom, to pass on access information and to pass on to third parties the contents of the courses as well as recordings, contributions or other documents from the teaching platform. In the event of violations, the ESM-ACADEMY reserves the right to take legal action.

4. Withdrawal of the right to use the virtual classroom

ESM-ACADEMY may withdraw the right to use the virtual classroom without giving reasons and with immediate effect. This applies in particular to if the user violates these terms and conditions of use or other acts which are harmful to the ESM-ACADEMY or which do not comply with the purpose of use of the virtual classroom.

5. Data protection

For the provision of various services in the virtual classroom, it is necessary to process personal data of the users. With the signing of the registration form for the courses of studies conducted by the ESM-ACADEMY, the user expressly consents to the processing of his/her personal data for the purpose of executing the contract.

6. Liability and risks of using the virtual classroom

Each user bears the full risk for the use of the virtual classroom. He or she must ensure the confidentiality of his or her access data and is liable for all actions taken in the virtual classroom with his or her access data. He or she is also expressly liable for legal violations (e.g. copyrights, special protection rights and other civil and criminal law provisions) committed by him-/herself or on his or her behalf, for breaches of duty towards the ESMACADEMY or third parties and for violations of public decency (e.g. publication of content harmful to minors or racist, discriminatory or extreme political content).

7. Prohibition of distribution of certain types of content/personal liability

The use of the virtual classroom for the dissemination of political, religious or other ideological content is not permitted. The users are personally liable in the event of a violation of this rule and these terms of use, and this liability is unlimited.